

# CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX  
RCA 233663  
WUD 125547  
WUI 620976

RECORDATION NO. 11188-E Filed & Recorded

AUG 20 1980 - 12 00 PM

0-233A032

INTERSTATE COMMERCE COMMISSION

No.

AUG 20 1980

Date

Fee \$

10.00

ICC Washington, D. C.

COUNSEL  
CARLYLE E. MAW  
ALBERT R. CONNELLY  
FRANK H. DETWEILER  
GEORGE G. TYLER

ROSWELL L. GILPATRICK  
L. R. BRESLIN, JR.  
GEORGE B. TURNER  
JOHN H. MORSE  
HAROLD R. MEDINA, JR.  
CHARLES R. LINTON  
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
TELEPHONE: 265-61-54  
TELEX: 290530

33 THROGMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 01-606-1421  
TELEX: 6614901

CABLE ADDRESSES

CRAVATH, N. Y.  
CRAVATH, PARIS  
CRAVATH, LONDON E. C. 2

MAURICE T. MOORE  
WILLIAM B. MARSHALL  
RALPH L. MCAFEE  
ROYALL VICTOR  
HENRY W. DEKOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN  
JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG  
JAMES M. EDWARDS  
DAVID G. ORMSBY

DAVID L. SCHWARTZ  
RICHARD J. HIEGEL  
FREDERICK A. O. SCHWARZ, JR.  
CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID BOIES  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
RICHARD L. HOFFMAN  
JOSEPH A. MULLINS  
MAX R. SHULMAN  
WILLIAM P. DICKEY  
STUART W. GOLD  
JOHN W. WHITE

August 19, 1980

*This one is 11188-E*  
Amendment Agreement Dated as of August 1, 1980  
Amending Conditional Sale Agreement Filed Under  
Recordation No. 11188 and Lease Filed under Recordation No.  
11188-B

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Burlington Northern Inc. for filing and recordation counterparts of the following document:

Amendment Agreement dated as of August 1, 1980, among Burlington Northern Inc., as Lessee, Bameri-Lease Capital Corporation, as Vendee, Mercantile-Safe Deposit and Trust Company, as Agent, General Motors Corporation (Electro-Motive Division) and General Electric Company, as Builders.

The Amendment Agreement amends a Conditional Sale Agreement dated as of October 1, 1979, previously filed and recorded with the Interstate Commerce Commission on December 12, 1979, at 3:10 p.m., Recordation Number 11188 and a Lease of Railroad Equipment, dated as of October 1, 1979, previously filed and recorded as above with the Interstate Commerce Commission on December 12, 1979, at 3:10 p.m., Recordation Number 11188-B.

RECEIVED  
AUG 20 11 59 AM '80  
I.C.C.  
OPERATION BR.

*Handwritten signature/initials*

The Amendment Agreement amends the Conditional Sale Agreement and the Lease to include appropriate cross reference to certain related documents and to show only the units of railroad equipment actually delivered and accepted under the Conditional Sale Agreement and the Lease.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 11188-E.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

*Laurance V. Goodrich*

Laurance V. Goodrich  
as Agent for Burlington  
Northern Inc.

Agatha L. Mergenovich, Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encl.

**Interstate Commerce Commission**  
Washington, D.C. 20423

8/20/80

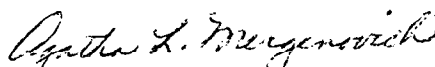
OFFICE OF THE SECRETARY

Laurance V. Goodrich  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/20/80 at 12:00pm, and assigned re-recording number(s). 11961-D, 11444-E & 11188-E

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

11188-E  
RECORDATION NO. 11188-E Filed & Recorded

AUG 20 1980 12 00 PM

GE  
[CS&M Ref. 4657-003A]

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 2 dated as of August 1, 1980, among BAMERILEASE CAPITAL CORPORATION ("Vendee"), BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the Vendee and the Builders have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("Conditional Sale Agreement");

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Agreement and Assignment");

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of October 1, 1979 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of October 1, 1979 ("Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of June 1, 1980 ("Amendment Agreement No. 1") changing the road numbers of the Equipment;

WHEREAS the Conditional Sale Agreement, Agreement and Assignment, Lease and Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1979, at 3:10 p.m. and were assigned recordation numbers 11188, 11188-A, 11188-B and 11188-C, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 17, 1979, at 9:50 a.m.;

WHEREAS Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 19, 1980, at 11:00 a.m., and was assigned recordation number 11188-D, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on June 23, 1980, at 10:10 a.m.;

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement and the Lease to include appropriate

cross-reference to certain related documents and to show only the units of railroad equipment actually delivered and accepted under the Conditional Sale Agreement and the Lease;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Paragraph 16.1(f) of the Conditional Sale Agreement is hereby amended and restated in its entirety as follows:

"(f) if an event of default shall have occurred under any other conditional sale agreement or agreements dated as of January 2, 1980, or June 2, 1980, under which an aggregate of up to approximately 235 locomotives (less the number of locomotives financed under this Agreement) are acquired by a vendee for the purpose of leasing the same pursuant to a lease to the Lessee, due to a default by the Lessee under such lease;"

2. Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit A hereto.

3. The proviso in § 4.2 of to the Lease is hereby amended and restated in its entirety as follows:

". . . provided, however, that so long as (i) no Event of Default exists hereunder, (ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder), (iii) the Lessee is complying with the provisions of the Consent and (iv) the Vendor is entitled to apply the Payments as defined in the Lease Assignment in accordance with the Lease Assignment, this Lease may not be terminated and the Lessee shall be entitled to the rights of possession, use and assignment provided under § 15 hereof."

4. The first sentence of subparagraph (1) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(1) So long as (i) no Event of Default exists hereunder, (ii) no Event of Default exists under any

other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of 235 locomotives (less the number leased hereunder), (iii) the Lessee is complying with the provisions of the Consent and (iv) the Vendor is entitled to apply the Payments as defined in the Lease Assignment in accordance with the Lease Assignment, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease and the Conditional Sale Agreement.

5. Clause (ii) of subparagraph (2) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder),"

6. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

7. The Agreement and Assignment and the Lease Assignment are hereby amended to permit the aforesaid Amendment Agreement to the Conditional Sale Agreement and the Lease as though originally set forth therein.

8. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of Conditional Sale Agreement and § 18 of the Lease.

9. Except as amended hereby and by Amendment Agreement No. 1, the Conditional Sale Agreement, the Lease, the Agreement and Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day

and year first above written.

BAMERILEASE CAPITAL CORPORATION,

by

\_\_\_\_\_

by

\_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

BURLINGTON NORTHERN INC.,

by

\_\_\_\_\_  
Vice President and Treasurer

[Corporate Seal]

Attest:

\_\_\_\_\_

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent,

by

\_\_\_\_\_  
Assistant Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Corporate Trust Officer

GENERAL MOTORS CORPORATION  
(ELECTRO-MOTIVE DIVISION),

by

\_\_\_\_\_  
Vice President


[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

  
\_\_\_\_\_  
Manager Marketing-Locomotive  
Marketing Department

[Corporate Seal]

Attest:

  
\_\_\_\_\_  
Attesting Secretary



[illegible]

On this                      day of August 1980, before me personally appeared                      and                      , to me personally known, who, being by me duly sworn, say that they are                      and                      , respectively, of BAMERILEASE CAPITAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MINNESOTA, )  
 ) ss.:  
COUNTY OF RAMSEY, )

On this                    day of August 1980, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )  
 ) ss.:  
CITY OF BALTIMORE, )

On this                    day of August 1980, before me personally appeared Russell E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this                    day of August 1980, before me personally appeared                    , to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF PENNSYLVANIA, )  
 ) ss.:  
 COUNTY OF ERIE, )

On this <sup>15</sup> day of August 1980, before me personally appeared <sup>R.D. Horey</sup>, to me personally known, who, being by me duly sworn, says that he is Manager Marketing-Locomotive Marketing Department of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

My Commission expires

Judy Crandall  
 Notary Public

Judy Crandall, Notary Public  
 Lawrence Park Twp., Erie County, Penna.  
 My Commission Expires Jan. 16, 1984

ANNEX B  
TO  
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel-electric locomotive	EMD	8087	La Grange, Illinois	142	BN 7206-7227, 7236-7291, 7924-7940, 8090-8136	\$746,803.36	\$106,046,077.01	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel-electric locomotive	GE	3390G	Erie, Pennsyl- vania	25	BN 5087-5111	771,992.00	19,299,800.00	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
<u>167</u>						<u>\$125,345,877.01</u>		

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

## APPENDIX A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel-electric locomotive	EMD	8087	La Grange, Illinois	142	BN 7206-7227, 7236-7291, 7924-7940,✓ 8090-8136	\$746,803.36	\$106,046,077.01	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel-electric locomotive	GE	3390G	Erie, Pennsyl- vania	25	BN 5087-5111	771,992.00	19,299,800.00	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>167</u>				
								<u>\$125,345,877.01</u>

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT No. 2 dated as of August 1, 1980, among BAMERILEASE CAPITAL CORPORATION ("Vendee"), BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the Vendee and the Builders have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("Conditional Sale Agreement");

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Agreement and Assignment");

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of October 1, 1979 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of October 1, 1979 ("Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of June 1, 1980 ("Amendment Agreement No. 1") changing the road numbers of the Equipment;

WHEREAS the Conditional Sale Agreement, Agreement and Assignment, Lease and Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1979, at 3:10 p.m. and were assigned recordation numbers 11188, 11188-A, 11188-B and 11188-C, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 17, 1979, at 9:50 a.m.;

WHEREAS Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 19, 1980, at 11:00 a.m., and was assigned recordation number 11188-D, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on June 23, 1980, at 10:10 a.m.;

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement and the Lease to include appropriate

cross-reference to certain related documents and to show only the units of railroad equipment actually delivered and accepted under the Conditional Sale Agreement and the Lease;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Paragraph 16.1(f) of the Conditional Sale Agreement is hereby amended and restated in its entirety as follows:

"(f) if an event of default shall have occurred under any other conditional sale agreement or agreements dated as of January 2, 1980, or June 2, 1980, under which an aggregate of up to approximately 235 locomotives (less the number of locomotives financed under this Agreement) are acquired by a vendee for the purpose of leasing the same pursuant to a lease to the Lessee, due to a default by the Lessee under such lease;"

2. Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit A hereto.

3. The proviso in § 4.2 of to the Lease is hereby amended and restated in its entirety as follows:

". . . provided, however, that so long as (i) no Event of Default exists hereunder, (ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder), (iii) the Lessee is complying with the provisions of the Consent and (iv) the Vendor is entitled to apply the Payments as defined in the Lease Assignment in accordance with the Lease Assignment, this Lease may not be terminated and the Lessee shall be entitled to the rights of possession, use and assignment provided under § 15 hereof."

4. The first sentence of subparagraph (1) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(1) So long as (i) no Event of Default exists hereunder, (ii) no Event of Default exists under any

other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of 235 locomotives (less the number leased hereunder), (iii) the Lessee is complying with the provisions of the Consent and (iv) the Vendor is entitled to apply the Payments as defined in the Lease Assignment in accordance with the Lease Assignment, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease and the Conditional Sale Agreement.

5. Clause (ii) of subparagraph (2) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder),"

6. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

7. The Agreement and Assignment and the Lease Assignment are hereby amended to permit the aforesaid Amendment Agreement to the Conditional Sale Agreement and the Lease as though originally set forth therein.

8. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of Conditional Sale Agreement and § 18 of the Lease.

9. Except as amended hereby and by Amendment Agreement No. 1, the Conditional Sale Agreement, the Lease, the Agreement and Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day



and year first above written.

BAMERILEASE CAPITAL CORPORATION,

by

\_\_\_\_\_

by

\_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

BURLINGTON NORTHERN INC.,

by

\_\_\_\_\_  
Vice President and Treasurer

[Corporate Seal]

Attest:

\_\_\_\_\_

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent,

by


\_\_\_\_\_  
Assistant Vice President

[Corporate Seal]

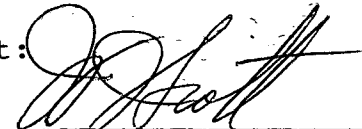
Attest:

\_\_\_\_\_  
Corporate Trust Officer

GENERAL MOTORS CORPORATION  
(ELECTRO-MOTIVE DIVISION),

by   
\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest: 

\_\_\_\_\_  
Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

\_\_\_\_\_  
Manager Marketing-Locomotive  
Marketing Department

[Corporate Seal]

Attest:

\_\_\_\_\_  
Attesting Secretary

[illegible]

On this                      day of August 1980, before me personally appeared                      and                      , to me personally known, who, being by me duly sworn, say that they are                      and                      , respectively, of BAMERILEASE CAPITAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MINNESOTA, )  
 ) ss.:  
COUNTY OF RAMSEY, )

On this                    day of August 1980, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )  
 ) ss.:  
CITY OF BALTIMORE, )

On this            day of August 1980, before me personally appeared Russell E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this <sup>11<sup>th</sup></sup> day of August 1980, before me personally appeared P. K. HOGHLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires September 18, 1983

STATE OF PENNSYLVANIA,) ) ss.:  
COUNTY OF ERIE, )

On this            day of August 1980, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is Manager Marketing-Locomotive Marketing Department of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

ANNEX B  
TO  
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel-electric locomotive	EMD	8087	La Grange, Illinois	142	BN 7206-7227, 7236-7291, 7924-7940, 8090-8136	\$746,803.36	\$106,046,077.01	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel-electric locomotive	GE	3390G	Erie, Pennsyl- vania	25	BN 5087-5111	771,992.00	19,299,800.00	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
							<u>\$125,345,877.01</u>	

167

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

## APPENDIX A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel-electric locomotive	EMD	8087	La Grange, Illinois	142	BN 7206-7227, 7236-7291, 7924-7940, 8090-8136	\$746,803.36	\$106,046,077.01	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel-electric locomotive	GE	3390G	Erie, Pennsyl- vania	25	BN 5087-5111	771,992.00	19,299,800.00	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>167</u>				
								<u>\$125,345,877.01</u>

---

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT No. 2 dated as of August 1, 1980, among BAMERILEASE CAPITAL CORPORATION ("Vendee"), BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the Vendee and the Builders have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("Conditional Sale Agreement");

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Agreement and Assignment");

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of October 1, 1979 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of October 1, 1979 ("Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of June 1, 1980 ("Amendment Agreement No. 1") changing the road numbers of the Equipment;

WHEREAS the Conditional Sale Agreement, Agreement and Assignment, Lease and Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1979, at 3:10 p.m. and were assigned recordation numbers 11188, 11188-A, 11188-B and 11188-C, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 17, 1979, at 9:50 a.m.;

WHEREAS Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 19, 1980, at 11:00 a.m., and was assigned recordation number 11188-D, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on June 23, 1980, at 10:10 a.m.;

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement and the Lease to include appropriate



cross-reference to certain related documents and to show only the units of railroad equipment actually delivered and accepted under the Conditional Sale Agreement and the Lease;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Paragraph 16.1(f) of the Conditional Sale Agreement is hereby amended and restated in its entirety as follows:

"(f) if an event of default shall have occurred under any other conditional sale agreement or agreements dated as of January 2, 1980, or June 2, 1980, under which an aggregate of up to approximately 235 locomotives (less the number of locomotives financed under this Agreement) are acquired by a vendee for the purpose of leasing the same pursuant to a lease to the Lessee, due to a default by the Lessee under such lease;"

2. Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit A hereto.

3. The proviso in § 4.2 of to the Lease is hereby amended and restated in its entirety as follows:

". . . provided, however, that so long as (i) no Event of Default exists hereunder, (ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder), (iii) the Lessee is complying with the provisions of the Consent and (iv) the Vendor is entitled to apply the Payments as defined in the Lease Assignment in accordance with the Lease Assignment, this Lease may not be terminated and the Lessee shall be entitled to the rights of possession, use and assignment provided under § 15 hereof."

4. The first sentence of subparagraph (1) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(1) So long as (i) no Event of Default exists hereunder, (ii) no Event of Default exists under any

other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of 235 locomotives (less the number leased hereunder), (iii) the Lessee is complying with the provisions of the Consent and (iv) the Vendor is entitled to apply the Payments as defined in the Lease Assignment in accordance with the Lease Assignment, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease and the Conditional Sale Agreement.

5. Clause (ii) of subparagraph (2) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder),"

6. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

7. The Agreement and Assignment and the Lease Assignment are hereby amended to permit the aforesaid Amendment Agreement to the Conditional Sale Agreement and the Lease as though originally set forth therein.

8. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of Conditional Sale Agreement and § 18 of the Lease.

9. Except as amended hereby and by Amendment Agreement No. 1, the Conditional Sale Agreement, the Lease, the Agreement and Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day

and year first above written.

BAMERILEASE CAPITAL CORPORATION,

by

\_\_\_\_\_

by

\_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

BURLINGTON NORTHERN INC.,

by

\_\_\_\_\_  
Vice President and Treasurer

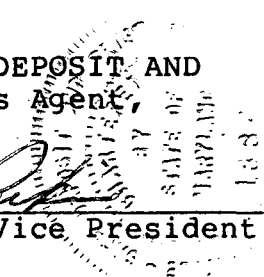
[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent,

by

  
Assistant Vice President

[Corporate Seal]

Attest:

  
Corporate Trust Officer

GENERAL MOTORS CORPORATION  
(ELECTRO-MOTIVE DIVISION),

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

\_\_\_\_\_  
Manager Marketing-Locomotive  
Marketing Department

[Corporate Seal]

Attest:

\_\_\_\_\_  
Attesting Secretary

STATE OF CALIFORNIA,       )  
   ) ss.:  
 COUNTY OF SAN FRANCISCO,)

On this           day of August 1980, before me personally appeared           and           , to me personally known, who, being by me duly sworn, say that they are           and           , respectively, of BAMERILEASE CAPITAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MINNESOTA,)  
   ) ss.:  
 COUNTY OF RAMSEY,    )

On this           day of August 1980, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )  
 ) ss.:  
CITY OF BALTIMORE, )

On this 12<sup>th</sup> day of August 1980, before me personally appeared Randall W. Perkins, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

*Patricia A. Philon*  
Notary Public

[Notarial Seal]

My Commission expires 7/1/82

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this                day of August 1980, before me personally appeared                , to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF PENNSYLVANIA,) ss.:  
COUNTY OF ERIE, )

On this            day of August 1980, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is Manager Marketing-Locomotive Marketing Department of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

ANNEX B  
TO  
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel-electric locomotive	EMD	8087	La Grange, Illinois	142	BN 7206-7227, 7236-7291, 7924-7940, 8090-8136	\$746,803.36	\$106,046,077.01	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel-electric locomotive	GE	3390G	Erie, Pennsyl- vania	25	BN 5087-5111	771,992.00	19,299,800.00	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>167</u>				
								<u>\$125,345,877.01</u>

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.



## APPENDIX A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel-electric locomotive	EMD	8087	La Grange, Illinois	142	BN 7206-7227, 7236-7291, 7924-7940, 8090-8136	\$746,803.36	\$106,046,077.01	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel-electric locomotive	GE	3390G	Erie, Pennsyl- vania	25	BN 5087-5111	771,992.00	19,299,800.00	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>167</u>				
								<u>\$125,345,877.01</u>

---

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT No. 2 dated as of August 1, 1980, among BAMERILEASE CAPITAL CORPORATION ("Vendee"), BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the Vendee and the Builders have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("Conditional Sale Agreement");

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Agreement and Assignment");

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of October 1, 1979 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of October 1, 1979 ("Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of June 1, 1980 ("Amendment Agreement No. 1") changing the road numbers of the Equipment;

WHEREAS the Conditional Sale Agreement, Agreement and Assignment, Lease and Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1979, at 3:10 p.m. and were assigned recordation numbers 11188, 11188-A, 11188-B and 11188-C, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 17, 1979, at 9:50 a.m.;

WHEREAS Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 19, 1980, at 11:00 a.m., and was assigned recordation number 11188-D, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on June 23, 1980, at 10:10 a.m.;

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement and the Lease to include appropriate

cross-reference to certain related documents and to show only the units of railroad equipment actually delivered and accepted under the Conditional Sale Agreement and the Lease;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Paragraph 16.1(f) of the Conditional Sale Agreement is hereby amended and restated in its entirety as follows:

"(f) if an event of default shall have occurred under any other conditional sale agreement or agreements dated as of January 2, 1980, or June 2, 1980, under which an aggregate of up to approximately 235 locomotives (less the number of locomotives financed under this Agreement) are acquired by a vendee for the purpose of leasing the same pursuant to a lease to the Lessee, due to a default by the Lessee under such lease;"

2. Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit A hereto.

3. The proviso in § 4.2 of to the Lease is hereby amended and restated in its entirety as follows:

". . . provided, however, that so long as (i) no Event of Default exists hereunder, (ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder), (iii) the Lessee is complying with the provisions of the Consent and (iv) the Vendor is entitled to apply the Payments as defined in the Lease Assignment in accordance with the Lease Assignment, this Lease may not be terminated and the Lessee shall be entitled to the rights of possession, use and assignment provided under § 15 hereof."

4. The first sentence of subparagraph (1) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(1) So long as (i) no Event of Default exists hereunder, (ii) no Event of Default exists under any

other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of 235 locomotives (less the number leased hereunder), (iii) the Lessee is complying with the provisions of the Consent and (iv) the Vendor is entitled to apply the Payments as defined in the Lease Assignment in accordance with the Lease Assignment, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease and the Conditional Sale Agreement.

5. Clause (ii) of subparagraph (2) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder),"

6. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

7. The Agreement and Assignment and the Lease Assignment are hereby amended to permit the aforesaid Amendment Agreement to the Conditional Sale Agreement and the Lease as though originally set forth therein.

8. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of Conditional Sale Agreement and § 18 of the Lease.

9. Except as amended hereby and by Amendment Agreement No. 1, the Conditional Sale Agreement, the Lease, the Agreement and Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day

and year first above written.

BAMERILEASE CAPITAL CORPORATION,

by \_\_\_\_\_

by \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

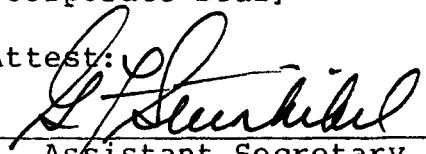
BURLINGTON NORTHERN INC.,

by

  
Vice President and Treasurer

[Corporate Seal]

Attest:

  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent,

by

\_\_\_\_\_  
Assistant Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Corporate Trust Officer

GENERAL MOTORS CORPORATION  
(ELECTRO-MOTIVE DIVISION),

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

\_\_\_\_\_  
Manager Marketing-Locomotive  
Marketing Department

[Corporate Seal]

Attest:

\_\_\_\_\_  
Attesting Secretary

STATE OF CALIFORNIA, )  
 ) ss.:  
 COUNTY OF SAN FRANCISCO,)

On this            day of August 1980, before me personally appeared            and           , to me personally known, who, being by me duly sworn, say that they are            and           , respectively, of BAMERILEASE CAPITAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

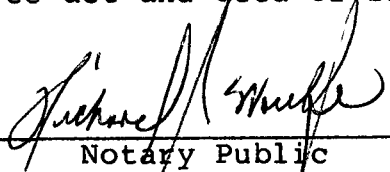
\_\_\_\_\_  
 Notary Public

[Notarial Seal]

My Commission expires

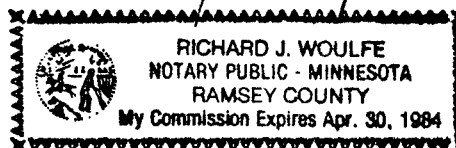
STATE OF MINNESOTA, )  
 ) ss.:  
 COUNTY OF RAMSEY, )

On this 12<sup>th</sup> day of August 1980, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

  
 \_\_\_\_\_  
 Notary Public

[Notarial Seal]

My Commission expires



STATE OF MARYLAND, )  
 ) ss.:  
CITY OF BALTIMORE, )

On this            day of August 1980, before me personally appeared Russell E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this            day of August 1980, before me personally appeared \_\_\_\_\_ , to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires



STATE OF PENNSYLVANIA,) ss.:  
COUNTY OF ERIE, )

On this            day of August 1980, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is Manager Marketing-Locomotive Marketing Department of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

ANNEX B  
TO  
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel-electric locomotive	EMD	8087	La Grange, Illinois	142	BN 7206-7227, 7236-7291, 7924-7940, 8090-8136	\$746,803.36	\$106,046,077.01	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel-electric locomotive	GE	3390G	Erie, Pennsyl- vania	25	BN 5087-5111	771,992.00	19,299,800.00	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>167</u>				
								<u>\$125,345,877.01</u>

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

## APPENDIX A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel-electric locomotive	EMD	8087	La Grange, Illinois	142	BN 7206-7227, 7236-7291, 7924-7940, 8090-8136	\$746,803.36	\$106,046,077.01	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel-electric locomotive	GE	3390G	Erie, Pennsyl- vania	25	BN 5087-5111	771,992.00	19,299,800.00	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>167</u>			<u>\$125,345,877.01</u>	

---

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT No. 2 dated as of August 1, 1980, among BAMERILEASE CAPITAL CORPORATION ("Vendee"), BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the Vendee and the Builders have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("Conditional Sale Agreement");

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Agreement and Assignment");

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of October 1, 1979 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of October 1, 1979 ("Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of June 1, 1980 ("Amendment Agreement No. 1") changing the road numbers of the Equipment;

WHEREAS the Conditional Sale Agreement, Agreement and Assignment, Lease and Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1979, at 3:10 p.m. and were assigned recordation numbers 11188, 11188-A, 11188-B and 11188-C, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 17, 1979, at 9:50 a.m.;

WHEREAS Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 19, 1980, at 11:00 a.m., and was assigned recordation number 11188-D, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on June 23, 1980, at 10:10 a.m.;

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement and the Lease to include appropriate

cross-reference to certain related documents and to show only the units of railroad equipment actually delivered and accepted under the Conditional Sale Agreement and the Lease;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Paragraph 16.1(f) of the Conditional Sale Agreement is hereby amended and restated in its entirety as follows:

"(f) if an event of default shall have occurred under any other conditional sale agreement or agreements dated as of January 2, 1980, or June 2, 1980, under which an aggregate of up to approximately 235 locomotives (less the number of locomotives financed under this Agreement) are acquired by a vendee for the purpose of leasing the same pursuant to a lease to the Lessee, due to a default by the Lessee under such lease;"

2. Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit A hereto.

3. The proviso in § 4.2 of to the Lease is hereby amended and restated in its entirety as follows:

". . . provided, however, that so long as (i) no Event of Default exists hereunder, (ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder), (iii) the Lessee is complying with the provisions of the Consent and (iv) the Vendor is entitled to apply the Payments as defined in the Lease Assignment in accordance with the Lease Assignment, this Lease may not be terminated and the Lessee shall be entitled to the rights of possession, use and assignment provided under § 15 hereof."

4. The first sentence of subparagraph (1) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(1) So long as (i) no Event of Default exists hereunder, (ii) no Event of Default exists under any

other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of 235 locomotives (less the number leased hereunder), (iii) the Lessee is complying with the provisions of the Consent and (iv) the Vendor is entitled to apply the Payments as defined in the Lease Assignment in accordance with the Lease Assignment, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease and the Conditional Sale Agreement.

5. Clause (ii) of subparagraph (2) of § 15.2 of the Lease is hereby amended and restated in its entirety as follows:

"(ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated as of January 2, 1980, or June 2, 1980, providing for the lease of approximately 235 locomotives (less the number leased hereunder),"

6. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

7. The Agreement and Assignment and the Lease Assignment are hereby amended to permit the aforesaid Amendment Agreement to the Conditional Sale Agreement and the Lease as though originally set forth therein.

8. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of Conditional Sale Agreement and § 18 of the Lease.

9. Except as amended hereby and by Amendment Agreement No. 1, the Conditional Sale Agreement, the Lease, the Agreement and Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day

and year first above written.

BAMERILEASE CAPITAL CORPORATION,

by

*MM* *Vice President*

by

*DeStakwood*  
ASST VICE PRESIDENT

[Corporate Seal]

Attest:

*Brenda J. Jackson*



BURLINGTON NORTHERN INC.,

by

Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent,

by

\_\_\_\_\_  
Assistant Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Corporate Trust Officer

GENERAL MOTORS CORPORATION  
(ELECTRO-MOTIVE DIVISION),

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

\_\_\_\_\_  
Manager Marketing-Locomotive  
Marketing Department

[Corporate Seal]

Attest:

\_\_\_\_\_  
Attesting Secretary



STATE OF CALIFORNIA, )  
 ) ss.:  
 COUNTY OF SAN FRANCISCO, )

On this 15<sup>th</sup> day of August 1980, before me personally appeared W.H. BUCK and P.C. BLACKWOOD, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Vice President, respectively, of BAMERILEASE CAPITAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



555 California St. 4th Floor, San Francisco, CA 94104

My Commission expires 4/10/84

Gail R. Halloran  
 Notary Public

STATE OF MINNESOTA, )  
 ) ss.:  
 COUNTY OF RAMSEY, )

On this            day of August 1980, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

My Commission expires

\_\_\_\_\_  
 Notary Public

STATE OF MARYLAND, )  
 ) ss.:  
CITY OF BALTIMORE, )

On this day of August 1980, before me personally appeared Russell E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this            day of August 1980, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF PENNSYLVANIA, )  
 ) ss.:  
COUNTY OF ERIE, )

On this                    day of August 1980, before me personally appeared                    , to me personally known, who, being by me duly sworn, says that he is Manager Marketing-Locomotive Marketing Department of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

ANNEX B  
TO  
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel-electric locomotive	EMD	8087	La Grange, Illinois	142	BN 7206-7227, 7236-7291, 7924-7940, 8090-8136	\$746,803.36	\$106,046,077.01	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel-electric locomotive	GE	3390G	Erie, Pennsyl- vania	25	BN 5087-5111	771,992.00	19,299,800.00	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>167</u>				
								<u>\$125,345,877.01</u>

---

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

## APPENDIX A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel-electric locomotive	EMD	8087	La Grange, Illinois	142	BN 7206-7227, 7236-7291, 7924-7940, 8090-8136	\$746,803.36	\$106,046,077.01	January through June 1980, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel-electric locomotive	GE	3390G	Erie, Pennsyl- vania	25	BN 5087-5111	771,992.00	19,299,800.00	January through June 1980, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>167</u>			<u>\$125,345,877.01</u>	

---

\* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.